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tion have been found to have been litigated. A recent case in the same jurisdiction held that the term "extensions" did not cover a frame enclosure forty feet to the rear of the main building which was of brick, and not physically connected therewith; and due to the fact that there was no other brick building to which the frame enclosure could be an "extension", no recovery was allowed for the loss by fire of personality kept therein. *Acione v. Commercial Union Assurance Co.*, 169 N. Y. Supp. 908. The court very properly distinguished this case from the case at bar.

Also in the instant case the insurance company, through its agent, examined the premises, and had the opportunity of changing the form of the policy, if it were considered so essential. When such a thing is not done, the company is considered as bound by its contract, as the company itself prepared it. *LeGendre v. Scottish Union & National Ins. Co.*, 88 N. Y. Supp. 1012.

**SALES—MANUFACTURED GOODS—IMPLIED WARRANTY BY DEALER.**—The defendant, an automobile dealer, agreed to supply the plaintiff with a car of a certain type. At the time of the contract, a car similar to the one to be supplied was in the showroom of the dealer and was examined by the plaintiff. The original contract was not for this identical car. Later the dealer supplied the same car as a fulfillment of the contract, and it was accepted by the complainant. No express warranty was given. After using the car for some time, the plaintiff found it to be defective, and sued on an implied warranty of quality. *Held*, plaintiff cannot recover. *Hoyt v. Hainsworth Motor Co.* (Wash.), 192 Pac. 918.

The general rule in regard to sales is that the buyer, in the absence of fraud, purchases at his own risk unless the seller has given an express warranty or unless a warranty be implied from the nature and circumstances of the sale. *Barnard v. Kellogg*, 10 Wall. 383; *Winsor v. Lombard*, 18 Pick. (Mass.) 57; *Hargous v. Stone*, 5 N. Y. 73.

In cases like the one under consideration, the courts unanimously hold that the manufacturer of goods is liable under an implied warranty for latent defects not discoverable by ordinary examination. *Nixa Canning Co. v. Lehmann-Higginson Grocery Co.*, 70 Kan. 664, 79 Pac. 141, 70 L. R. A. 653; *Hoe v. Sanborn*, 21 N. Y. 532, 78 Am. Dec. 163. And where a manufacturer or dealer contracts to supply an article which he manufactures or produces or in which he deals, to be applied to a certain purpose, so that the buyer necessarily trusts to the skill or judgment of the manufacturer or dealer, there is an implied warranty that it shall be reasonably fit for the purpose to which it is to be applied. *Dushane v. Benedict*, 120 U. S. 630; *Shaw v. Smith*, 45 Kan. 334, 25 Pac. 886, 11 L. R. A. 681; *Little v. Van Syckle*, 115 Mich. 480, 73 N. W. 554. But where an article of known manufacture is made by one not the vendor, and the vendee knows this fact, there is no implied warranty by the vendor against latent defects. *American, etc., Mfg. Co. v. Brady*, 38 N. Y. Supp. 545; *Gardner v. Winter*, 117 Ky. 382, 78 S. W. 143, 63 L. R. A. 647. The purchaser has the same means of knowledge of these subjects as the dealer. *Reynolds v. General Electric Co.*, 141 Fed. 551; *American, etc., Mfg. Co. v. Brady*, *supra*.